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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION  
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12 HYNIX SEMICONDUCTOR INC., HYNIX  
13 SEMICONDUCTOR AMERICA INC.,  
14 HYNIX SEMICONDUCTOR U.K. LTD., and  
HYNIX SEMICONDUCTOR  
DEUTSCHLAND GmbH,

15 Plaintiffs,

16 v.

17 RAMBUS INC.

18 Defendant.  
19

No. C-00-20905 RMW

ORDER DENYING HYNIX'S MOTION FOR  
PARTIAL RECONSIDERATION OF CLAIM  
CONSTRUCTION AND RELATED  
SUMMARY JUDGMENT ORDERS

**[Re Docket No. 1422]**

20 On October 3, 2005 this court granted Hynix Semiconductor Inc., Hynix Semiconductor  
21 America Inc., Hynix Semiconductor U.K. LTD, and Hynix Semiconductor Deutschland GmbH  
22 (collectively "Hynix") leave to file a motion for reconsideration. Hynix urges the court to reconsider  
23 its (1) November 11, 2004 Claim Construction Order ("Claim Construction Order"), (2) January 4,  
24 2005 Order Denying Hynix's Motion for Summary Judgment of Non-Infringement Under Hynix's  
25 Proposed Construction of the Term 'Device,' or, In the Alternative, Invalidity Under Rambus's  
26 Proposed Construction ("January 4, 2005 Order"), and (3) January 26, 2005 Clarified and Corrected  
27 Order On Rambus's Motion for Summary Judgment ("January 26, 2005 Order") in light of the  
28

1 Federal Circuit's decision in *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005) (en banc). For  
2 the reasons set forth below, the court denies Hynix's motion.

### 3 I. BACKGROUND

4 In *Rambus, Inc. v. Infineon Techs. AG*, 318 F.3d 1081 (Fed. Cir. 2003) ("*Infineon II*"),  
5 Rambus sued Infineon for infringement of the same family of patents that are at issue in this case.<sup>1</sup>  
6 The district court held that the patentees acted as their own lexicographer by redefining the term  
7 "bus" to mean a "multiplexed bus": a single set of signal lines that carries three different kinds of  
8 information. *Id.* at 1094. The Federal Circuit determined that the district court erred by not giving  
9 "bus" its ordinary meaning. *Id.* The court explained that the term "is very common in the electrical  
10 arts" and cited *The New IEEE Standard Dictionary of Electrical and Electronic Terms* 141 (5th ed.  
11 1993) for the proposition that a "bus" is "a set of signal lines . . . to which a number of devices are  
12 connected, and over which information is transferred between devices." *Id.* The court admitted that  
13 it could plausibly interpret two uses of "bus" in the specification to mean a "multiplexed bus." *Id.*  
14 Nevertheless, the court held that the patentees did not "clearly disclaim or disavow" the full scope of  
15 the term "bus." *Id.* at 1095. The court noted that because the patent originally claimed that only  
16 some busses were multiplexed, the patentee must have understood the majority of the busses not to  
17 be multiplexed. *Id.* The court also explained that the PTO had divided Rambus' patents into two  
18 groups: a multiplexing group and a latency group. *Id.* Rambus had chosen to prosecute claims from  
19 the latency group, which "do[ ] not require [a] plurality of conductor[s to] be[ ] multiplexed to  
20 receive an address . . . ." *Id.* (alteration added). Thus, the court declined to read a multiplexing  
21 limitation into the term "bus."

22 Claim construction in this case focused on the word "device." Rambus argued that "device"  
23 does not warrant an independent construction. Instead, Rambus contended that the court must read  
24 "device" in conjunction with the other phrases with which it appears: "integrated circuit device,"  
25 "memory device," "synchronous memory device," and "synchronous semiconductor memory

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26 <sup>1</sup> Compare *Infineon II*, 318 F.3d at 1084 (construing claims in patents that issued from U.S.  
27 Patent Application Serial No. 07/510,898) with Claim Construction Order at 1:18-19 ("[a]t issue is  
28 the construction of disputed terms used in 15 patents descending from a single patent application,  
U.S. Patent Appl. No. 07/510,898").

1 device." Hynix, on the other hand, asserted that a "device" is "[e]lectronic circuits or components  
2 physically connected in a unit, with an interface to a bus having a multiplexed set of signal lines  
3 used to transmit substantially all address, data, and control information, and containing substantially  
4 fewer lines than the number of bits in a single address."

5 The court sided with Rambus. The court noted that Hynix's interpretation of "device"  
6 resembled its interpretation of "bus" in *Infineon II*. The court held that *Infineon II*'s reasoning  
7 suggested that Hynix's proposed construction erroneously imports a multiplexing limitation:

8 Here, rather than applying a multiplexing limitation to the bus, Hynix asserts that  
9 multiplexing should limit the term "device." It remains unclear how "[e]lectronic  
10 circuits or components physically connected in a unit, with an interface to a bus  
11 having a multiplexed set of signal lines" is materially different from limiting the term  
12 "bus" to a "multiplexed bus." Although the focus is on the memory chip itself rather  
than its operational means of connection to the bus, the end result remains the same  
– the bus upon which the devices reside in the patents at issue would necessarily be  
a multiplexed bus. This end result, a multiplexed bus as part of the claim limitations,  
was rejected by the Federal Circuit.

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13 Hynix relies on the Summary of the Invention, the Detailed Description, and the  
14 recitation of the objects of the invention in support of its contention that Rambus has  
acted as its own lexicographer in defining "device." This is largely the same material  
15 in the specification that the Federal Circuit found inadequate to support the  
multiplexing limitation on the term "bus." In addition, U.S. Patent No. 6,101,152  
16 ("the '152 patent") descends from the same '580 patent that does not require a  
multiplexing bus. The court, therefore, does not read a multiplexed bus limitation  
17 into the term "device." "Device" must be construed in the context of "integrated  
circuit device," "memory device," or "synchronous memory device."

18 Claim Construction Order at 9:8-22 (internal citations omitted).

19 The Claim Construction Order and *Infineon II* factored heavily into the January 4, 2005 and  
20 January 26, 2005 Orders. First, Hynix moved for summary judgment of non-infringement based on  
21 the assumption that the court would adopt its interpretation of "device." Because the court did not  
22 do so, it denied Hynix's motion. January 4, 2005 Order at 1:6-7. In the alternative, Hynix argued  
23 that accepting Rambus' construction of "device" would render the patents invalid for failing to  
24 satisfy 35 U.S.C. § 112(1)'s written description requirement. Hynix asserted that a person of  
25 ordinary skill in the art would read the patent to cover only a multiplexed bus. However, Hynix  
26 noted, Rambus' interpretation did not limit the patent in this manner. The court disagreed. The  
27 court reasoned that *Infineon II* "tends to suggest that the specification supports inventions which do  
28 not include a multiplexed bus." *Id.* at 4:16-17. The court also noted that Rambus' expert opined

1 "that one skilled in the art would understand that the patents could be used with any invention and  
2 are not limited to the multiplexed bus of the preferred embodiment." *Id.* at 4:22-25. Although the  
3 court did not accept Rambus' contentions wholesale, it nevertheless held that Hynix had failed to  
4 satisfy its burden of proving invalidity:

5 Notwithstanding *Infineon [II]* and Rambus's contentions, it remains unclear whether,  
6 at the time the of the '898 application, a person of ordinary skill in the art would have  
7 been able to recognize through the written description that a non-multiplexed bus  
8 was covered. The answer depends in large part upon what the relevant state of the  
9 art was at the time the application was first filed in 1990 and requires resolution of  
10 factual questions. The evidence currently before this court does not show by clear  
and convincing evidence that, at the time of the '898 application, a non-multiplexed  
bus was not supported by the specification. As Hynix has not overcome the statutory  
presumption of validity, this court does not find as a matter of law that Rambus's  
patents are invalid for failure to satisfy the written description requirement.  
Accordingly, Hynix's motion for summary judgment is denied.

11 *Id.* at 4:25-5:8. Second, Rambus moved for summary judgment of infringement on several Hynix  
12 patents. Partially because the Claim Construction Order determined that "there is not a separate  
13 'device' limitation that Rambus must show is met by Hynix's accused products," January 26, 2005  
14 Order at 4:7-8, the court granted Rambus' motion on claims (1) 1, 5-7, 12, 26, 28, 30, 33, 34, and 38  
15 of U.S. Patent No. 6,378,020, (2) 14-16 of U.S. Patent No. 6,452,863, (3) 1, 3, 9, 12, 14, 26, 28, 31,  
16 37 and 40 of U.S. Patent No. 6,426,916, and (4) 31, 32, 35, 36 and 38 of U.S. Patent No. 6,378,020.  
17 *Id.* at 8:2-10.

18 In *Phillips*, the Federal Circuit, sitting *en banc*, reaffirmed "basic principles of claim  
19 construction" with respect to the "[t]he role of the specification," but explained that "the use of  
20 dictionaries . . . requires clarification." *Phillips*, 415 F.3d at 1312. The court began by reiterating  
21 the bedrock principle that a court must view claim terms through the eyes of one of ordinary skill in  
22 the art. *Id.* at 1313-14. The court explained that a court's choice of interpretative tools should  
23 depend on the nature of the claim at issue:

24 In some cases, the ordinary meaning of claim language as understood by a person of  
25 skill in the art may be readily apparent even to lay judges, and claim construction in  
26 such cases involves little more than the application of the widely accepted meaning  
27 of commonly understood words. In such circumstances, general purpose  
28 dictionaries may be helpful. In many cases that give rise to litigation, however,  
determining the ordinary and customary meaning of the claim requires examination  
of terms that have a particular meaning in a field of art. Because the meaning of a  
claim term as understood by persons of skill in the art is often not immediately  
apparent, and because patentees frequently use terms idiosyncratically, the court

1 looks to 'those sources available to the public that show what a person of skill in the  
2 art would have understood disputed claim language to mean.' Those sources include  
3 'the words of the claims themselves, the remainder of the specification, the  
prosecution history, and extrinsic evidence concerning relevant scientific principles,  
the meaning of technical terms, and the state of the art.'

4 *Id.* (quoting *Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc.*, 381 F.3d 1111, 1116  
5 (Fed. Cir. 2004)). The court stressed the importance of the specification, calling it "'the single best  
6 guide to the meaning of a disputed term.'" *Id.* at 1315 (quoting *Vitronics Corp. v. Conceptronic,*  
7 *Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996)). In addition, the court noted that the patentee has  
8 substantial leeway to "dictate[ ] the correct claim scope," either by (1) imbuing a term with unique  
9 meaning or (2) intentionally disclaiming or disavowing a potential interpretation of the claims. *Id.*  
10 The court also commented that the prosecution history, though generally "less useful" than the  
11 specification, can sometimes show that the patentee narrowed the claim. *Id.* at 1317. Finally, the  
12 court explained that extrinsic evidence, though "'less significant than the intrinsic record' . . . can be  
13 useful." *Id.* (quoting *C.R. Bard, Inc. v. U.S. Surgical Corp.*, 388 F.3d 858, 862 (Fed. Cir. 2004)).  
14 The court singled out technical dictionaries as being among the most helpful forms of such evidence.  
15 *Id.* at 1318.

16 The court then overruled a "somewhat different approach to claim construction" exemplified  
17 by *Texas Digital Systems, Inc. v. Telegenix, Inc.*, 308 F.3d 1193 (Fed. Cir. 2002). *Phillips*, 415 F.3d  
18 at 1319. *Texas Digital* instructed courts to compile all possible meanings of a term from general  
19 purpose dictionaries, technical dictionaries, and encyclopedias. *Texas Digital*, 308 F.3d at 1202-03.  
20 Courts then looked to the specification and prosecution history to winnow down this broad universe.  
21 *Id.* at 1204. Courts eliminated a dictionary definition if the patentee had (1) set forth "an explicit  
22 definition of the term different from its ordinary meaning," or (2) "disavowed or disclaimed scope of  
23 coverage, by using words or expressions of manifest exclusion or restriction, representing a clear  
24 disavowal of claim scope." *Id.* According to *Phillips*, the *Texas Digital* methodology improperly  
25 "limit[ed] the role of the specification in claim construction." *Phillips*, 415 F.3d at 1320.  
26 Nevertheless, *Phillips* acknowledged that "the purpose underlying the *Texas Digital* line of  
27 cases—to avoid the danger of reading limitations from the specification into the claim—is sound."  
28

1 *Id.* at 1323. The court concluded by emphasizing that courts continue to enjoy discretion to tailor  
2 their claim constructions to the particular patents at issue:

3 [T]here is no magic formula or catechism for conducting claim construction. Nor is  
4 the court barred from considering any particular sources or required to analyze  
5 sources in any specific sequence, as long as those sources are not used to contradict  
6 claim meaning that is unambiguous in light of the intrinsic evidence. For example,  
7 a judge who encounters a claim term while reading a patent might consult a general  
8 purpose or specialized dictionary to begin to understand the meaning of the term,  
9 before reviewing the remainder of the patent to determine how the patentee has used  
10 the term. The sequence of steps used by the judge in consulting various sources is  
11 not important; what matters is for the court to attach the appropriate weight to be  
12 assigned to those sources in light of the statutes and policies that inform patent law.

13 *Phillips*, 415 F.3d at 1324 (internal citations omitted).

## 14 II. ANALYSIS

15 "[A] motion for reconsideration should not be granted, absent highly unusual circumstances,  
16 unless the district court is presented with newly discovered evidence, committed clear error, or if  
17 there is an intervening change in the controlling law." 389 *Orange Street Partners v. Arnold*, 179  
18 F.3d 656, 665 (9th Cir. 1999). According to Hynix, *Infineon II* followed the now-discredited *Texas*  
19 *Digital* methodology by "look[ing] first to the dictionary definition of 'bus' to find an 'ordinary  
20 meaning' and only then consider[ing] the specification and file history to determine whether there  
21 was clear evidence of disavowal of the dictionary definition." *Id.* at 8:24-26. Hynix also contends  
22 that this court must reconsider the Claim Construction Order because it "afforded *Infineon II* *stare*  
23 *decisis* effect." *Id.* at 1:11-14.

24 These arguments are unpersuasive. First, the court does not believe that *Phillips* constitutes  
25 "an intervening change in the controlling law." For the most part, Hynix does not contend that  
26 *Phillips* directly casts doubt on the Claim Construction Order. Instead, Hynix posits that *Phillips*  
27 undermines *Infineon II*, which, in turn, calls the Claim Construction Order into question. It is one  
28 thing for a court to re-evaluate its own reasoning and conclusions in light of new precedent. It is  
quite another thing for a court to hold that a different court would do the same. Such speculation is  
especially inappropriate where, as here, the alleged change in the law is not the reformulation of a  
substantive rule, but a subtle alteration in the process by which courts engage in claim construction.

1 Indeed, the court is aware of no case that has granted a motion for reconsideration in similar  
2 circumstances.<sup>2</sup>

3 Second, even assuming that Hynix's motion is proper, its attack on *Infineon II* lacks merit.  
4 *Phillips* precludes a particular method of claim construction: collecting dictionary definitions and  
5 then eliminating those that are inconsistent with the specification. *See Phillips*, 415 F.3d at 1320  
6 (*Texas Digital* incorrectly "limits the role of the specification in claim construction to serving as a  
7 check on the dictionary meaning of a claim term"). *Infineon II* did not employ this methodology.  
8 Hynix notes that *Infineon II* "began, as instructed by *Texas Digital*, with an IEEE dictionary  
9 definition of the term 'bus' . . . ." Mot. Reconsid. at 8:15-16. Yet *Phillips* expressly permits courts  
10 to "consult a general purpose or specialized dictionary to begin to understand the meaning of the  
11 term, before reviewing the remainder of the patent to determine how the patentee has used the term."  
12 *Phillips*, 415 F.3d at 1324. In addition, rather than using the dictionary to assemble several potential  
13 meanings for an esoteric term, *Infineon II* cited the dictionary to show that the district court's  
14 construction of "bus" was fundamentally at odds with how a person of ordinary skill in the art  
15 would understand the term. *Infineon II*, 318 F.3d at 1094 ("[t]he term 'bus' is very common the  
16 electrical arts and has a well-recognized meaning"). *Phillips* held that dictionaries remain useful for  
17 this purpose. *See Phillips*, 415 F.3d at 1321 ("[d]ictionaries or comparable sources are often useful  
18 to assist in understanding the commonly understood meaning of words").

19 Hynix argues that *Phillips* suggests that *Infineon II* erred by examining whether the patentee  
20 "clearly disclaim[ed] or disavow[ed]" the ordinary meaning of "bus." *Infineon II*, 318 F.2d at 1095.

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21 <sup>2</sup> Hynix claims that *C.I.R. v. Sunnen*, 333 U.S. 591 (1948), *Morgan v. Dept. of Energy*, 424  
22 F.3d 1271 (Fed. Cir. 2005), *Faulkner v. Nat'l Geographic Enterprises, Inc.*, 409 F.3d 26 (2d Cir.  
23 2005), and *Hurst v. Prudential Sec., Inc.*, 923 F. Supp. 150 (N.D. Cal. 1995) reveal that "an  
24 intervening change in the law is sufficient to support a departure from the law of the case or the  
25 application of collateral estoppel." Rep. Supp. Mot. Reconsid. at 4:7-14. However, in these cases,  
26 there was little dispute that the law had changed dramatically. *Cf. C.I.R.*, 333 U.S. at 606 (declining  
27 to apply collateral estoppel where intervening decisions were "directly applicable" to the case at  
28 bar); *Morgan*, 424 F.3d at 1274 n.1 (declining to apply collateral estoppel where the parties agreed  
that the law had changed in a dispositive manner); *Faulkner*, 409 F.3d at 37 (declining to apply  
collateral estoppel where intervening Supreme Court precedent "substantially departs" from  
previous circuit law); *Hurst*, 923 F. Supp. at 154 (declining to apply law of the case doctrine to  
unpublished Ninth Circuit opinion where published Ninth Circuit opinion disagreed with it). Here,  
*Phillips* did not work a sea change, but merely "clarifi[ed]" and "reiterate[d]" certain claim  
construction precepts. The court can only guess whether the *Infineon II* panel would reach a  
different decision because of *Phillips*.

1 Hynix cites *Nystrom v. TREX Co., Inc.*, 424 F.3d 1136 (Fed. Cir. 2005) for the proposition that  
2 *Phillips* "dispensed with the doctrine that a clear disavowal must necessarily be present to justify  
3 departure from the ordinary meaning of a claim term . . . ." Rep. Supp. Mot. Reconsid. at 3:13-17.  
4 *Nystrom* does not support Hynix's contention. In that case, the patentee relied upon several  
5 expansive dictionary definitions to contend that the term "board" encompassed non-wooden  
6 material. *Nystrom*, 424 F.3d at 1142. The patentee asserted that he was entitled to the full range of  
7 these definitions because there was no clear disavowal in the intrinsic evidence. *Id.* The Federal  
8 Circuit rejected this argument, reasoning that the only support for the patentee's proposed  
9 construction came from extrinsic evidence:

10 Nystrom consistently used the term 'board' to refer to wood cut from a log. Although  
11 there was no clear disavowal of claim scope, there was nothing in the intrinsic record  
12 to support the conclusion that a skilled artisan would have construed the term 'board'  
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13 In this case, both parties acknowledge the ordinary meaning of 'board' as 'a piece of  
14 sawed lumber.' Nystrom, however, seeks to broaden the term 'board' to encompass  
15 relatively obscure definitions that are not supported by the written description or  
prosecution history. Broadening of the ordinary meaning of a term in the absence  
of support in the intrinsic record indicating that such a broad meaning was intended  
violates the principles articulated in *Phillips*.

16 *Id.* at 1145-46. Thus, *Nystrom* merely suggests that courts cannot *broaden* the ordinary meaning of  
17 a term based on nothing more than a dictionary definition. *Infineon II* (1) merely *applied* the  
18 ordinary meaning of a term and (2) relied on the specification and prosecution history to reach its  
19 conclusion. *See Infineon II*, 318 F.3d at 1094-95 ("the remainder of the specification and  
20 prosecution history shows that Rambus did not clearly disclaim or disavow such claim scope in this  
21 case"). Even if Hynix is correct that a disclaimer or disavowal no longer needs to be clear to govern,  
22 *Infineon II*'s heavy reliance on the intrinsic evidence suggests that it comports with *Phillips*.

23 Third, to the extent that Hynix addresses the Claim Construction Order independently, its  
24 arguments are unpersuasive. Like "bus," "device" is a commonly-used term. In fact, unlike "bus,"  
25 "device" has a shared meaning that extends outside of the electrical arts. *See, e.g.*, Black's Law  
26 Dictionary 483 (8th ed. 2004) (a "device" is "[a] mechanical invention"). Hynix inadvertently  
27 illustrates this point by proposing a definition of "device" that, itself, incorporates the term "device."  
28 *See* Mot. Reconsid. at 1:15-18 ("device" means a "device with an interface to a multiplexed set of



1 signal lines used to transmit substantially all address, data, and control information, and containing  
2 substantially fewer lines than the number of bits in a single address") (emphasis added). *Phillips*  
3 does not change the sensible tenet that some terms possess an "ordinary meaning" that is "readily  
4 apparent even to lay judges," making "claim construction . . . little more than the application of the  
5 widely accepted meaning of commonly understood words." *Phillips*, 415 F.3d at 1314. The court's  
6 refusal to construe "device" independently gives the word its normal meaning by casting it as a  
7 neutral, catch-all term synonymous with "invention," "apparatus," or "thing made for a particular  
8 purpose." Of course, matters would be different if Hynix could point to convincing evidence in the  
9 specification that suggests that the patentees used the term "device" in a special way. But Hynix  
10 cannot. Instead, the patentees often referred to "devices" that could not connect to a multiplexed  
11 bus. For example, original claim 8 of the '898 patent refers to "other devices not on the bus." In any  
12 event, as noted above, *Infineon II* illuminates that there is no multiplexing requirement in Rambus'  
13 patents. Accordingly, the court denies Hynix's motion to reconsider the Claim Construction Order.

14 Finally, the court denies the aspects of Hynix's motion that are directed at the January 4 and  
15 January 26, 2005 Orders. The court's refusal to adopt Hynix's reading of "device" dooms Hynix's  
16 request that the court reconsider (1) the January 4 Order's denial of Hynix's motion for summary  
17 judgment of non-infringement, and (2) the January 26 Order's holding that "there is not a separate  
18 'device' limitation Rambus must show is met by Hynix's accused products." Hynix also asks the  
19 court to reconsider the January 4 Order to the extent it denied Hynix's invalidity contentions.  
20 However, Hynix cannot—and does not—contend that *Phillips* changed the law with respect to  
21 invalidity issues.<sup>3</sup> The only basis upon which Hynix could thus properly seek reconsideration is if  
22 the court "committed clear legal error." *389 Orange Street Partners*, 179 F.3d at 665. In addition,  
23 because Hynix's must prove at the summary judgment stage that any reasonable jury would find  
24 Rambus' patents invalid by clear and convincing evidence, its burden on this motion for  
25 reconsideration is extraordinarily high. The January 4 Order relied on *Infineon II*, Rambus' expert's  
26 opinion, and a lack of evidence with respect to whether a person of ordinary skill in the art would

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27  
28 <sup>3</sup> Hynix does cite to *LizardTech, Inc. v. Earth Resource Mapping, Inc.*, 424 F.3d 1336 (Fed.  
Cir. 2005), a post-*Phillips* case. But it is undisputed that *LizardTech* did not create new law.  
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1 necessarily understand the specification to support a non-multiplexed bus. *See* January 4, 2005  
2 Order at 4:7-5:5. Hynix fails to convince the court that its interpretation of these factors was clearly  
3 erroneous. Accordingly, the court denies this aspect of Hynix's motion as well.

4 **III. ORDER**

5 For the foregoing reasons, the court denies Hynix's motion for reconsideration.  
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8 DATED: 2/21/06

/s/ Ronald M. Whyte

RONALD M. WHYTE

United States District Judge  
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